

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

MACARTHUR CO.
2400 Wycliff St.
St Paul, MN 55114

Plaintiff,

vs.

Case No.
Other – Contracts 190

GREAT LAKES ROOFING CORPORATION
c/o DONALD PUCCETTI, Registered Agent
W194N11095 Klienmann Drive
Germantown, WI 53022

Defendant.

COMPLAINT

NOW COMES the plaintiff, Milwaukee Insulation Company, Inc., by its attorneys, von Briesen & Roper, s.c., and as and for its claims against the defendant, Great Lakes Roofing Corporation, states as follows:

THE PARTIES

1. Plaintiff, MacArthur Co. is foreign company, incorporated under the laws of the State of Minnesota, doing business in the State of Wisconsin with its principal place of business located at 2400 Wycliff St., St Paul, MN 55114.

2. Defendant, Great Lakes Roofing Corporation, is a Domestic Business organized and existing under the laws of the State of Wisconsin with its principal place of business at W194N11095 Klienmann Drive, Germantown, WI 53022; registered agent for service of process c/o Donald Puccetti, W194N11095 Klienmann Drive, Germantown, WI 53022.

JURISDICTION

3. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy is \$346,315.88 and therefore exceeds \$75,000, exclusive of interest and costs.

4. Plaintiff, MacArthur Co. is incorporated under the laws of the State of Minnesota and has its principal place of business at 2400 Wycliff Steet, St Paul, MN 55114-1268 and is therefore a citizen of the State of Minnesota for purposes of Diversity Jurisdiction.

5. Defendant, Great Lakes Roofing Company is incorporated under the laws of the State of Wisconsin and has its principal place of business at W194N11095 Klienmann Drive, Germantown, WI 53022-3802 and is therefore a citizen of the State of Wisconsin for purposes of Diversity Jurisdiction.

6. The Eastern District of Wisconsin is the proper venue for this action pursuant to 28 U.S.C. § 1391 because the transactions giving rise to Plaintiff's claims in this Complaint occurred in the Eastern District of Wisconsin.

BRIEF STATEMENT OF CLAIM

In a series of 34 separate transactions, Defendant ordered roofing and/or insulation materials from Plaintiff. Plaintiff supplied all of the materials ordered by Defendant by shipping them to Defendant in the State of Wisconsin. Defendant accepted delivery of the materials in the State of Wisconsin and has failed to make payment. As a result, Plaintiff has been damaged in the amount of \$346,315.88.

DETAILS OF BREACH OF CONTRACT CLAIMS

7. On July 3, 2019, defendant ordered materials from Plaintiff in the amount of \$6,242.90 as evidenced by Invoice 3727 marked and attached as Exhibit 1.

8. Pursuant to Invoice 3727, Plaintiff supplied materials to Defendant in the amount of \$6,242.90 by shipping said materials to 338 Main Street, Cedar Grove, WI.

9. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3727.

10. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3727.

11. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3727, Plaintiff has been damaged in the amount of \$6,242.90.

12. On July 10, 2019, defendant ordered materials from Plaintiff in the amount of \$107.68 as evidenced by Invoice 3748 marked and attached as Exhibit 2.

13. Pursuant to Invoice 3748, Plaintiff supplied materials to Defendant in the amount of \$107.68 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

14. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3748 in the State of Wisconsin.

15. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3748.

16. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3748, Plaintiff has been damaged in the amount of \$107.68.

17. On July 12, 2019, defendant ordered materials from Plaintiff in the amount of \$17,236.61 as evidenced by Invoice 3763 marked and attached as Exhibit 3.

18. Pursuant to Invoice 3763, Plaintiff supplied materials to Defendant in the amount of \$17,236.61 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

19. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3763 in the State of Wisconsin.

20. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3763.

21. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3763, Plaintiff has been damaged in the amount of \$17,236.61.

22. On July 12, 2019, Defendant ordered materials from Plaintiff in the amount of \$52.01 as evidenced by Invoice 3768 marked and attached as Exhibit 4.

23. Pursuant to Invoice 3768, Plaintiff supplied materials to Defendant in the amount of \$52.01 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

24. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3768 in the State of Wisconsin.

25. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3768.

26. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3768, Plaintiff has been damaged in the amount of \$52.01.

27. On July 15, 2019, Defendant ordered materials from Plaintiff in the amount of \$730.93 as evidenced by Invoice 3774 marked and attached as Exhibit 5.

28. Pursuant to Invoice 3774, Plaintiff supplied materials to Defendant in the amount of \$730.93. by shipping said materials to 3202 Meier Road, Madison WI.

29. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3774 in the State of Wisconsin.

30. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3774.

31. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3774, Plaintiff has been damaged in the amount of \$730.93.

32. On July 24, 2019, Defendant ordered materials from Plaintiff in the amount of \$14,810.23 as evidenced by Invoice 3760 marked and attached as Exhibit 6.

33. Pursuant to Invoice 3760, Plaintiff supplied materials to Defendant in the amount of \$14,810.23 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

34. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3760 in the State of Wisconsin.

35. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3760.

36. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3760, Plaintiff has been damaged in the amount of \$14,810.23.

37. On July 26, 2019, Defendant ordered materials from Plaintiff in the amount of \$337.40 as evidenced by Invoice 3789 marked and attached as Exhibit 7.

38. Pursuant to Invoice 3789, Plaintiff supplied materials to Defendant in the amount of \$337.40 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

39. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3789 in the State of Wisconsin.

40. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3789.

41. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3789, Plaintiff has been damaged in the amount of \$337.40.

42. On July 29, 2019, Defendant ordered materials from Plaintiff in the amount of \$262.31 as evidenced by Invoice 3777 marked and attached as Exhibit 8.

43. Pursuant to Invoice 3777, Plaintiff supplied materials to Defendant in the amount of \$262.31 by shipping said materials to 3202 Meier Road, Madison, WI.

44. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3777 in the State of Wisconsin.

45. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3777.

46. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3777, Plaintiff has been damaged in the amount of \$262.31.

47. On July 30, 2019, Defendant ordered materials from Plaintiff in the amount of \$66,908.16 as evidenced by Invoice 3783 marked and attached as Exhibit 9.

48. Pursuant to Invoice 3783, Plaintiff supplied materials to Defendant in the amount of \$66,908.16 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

49. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3783 in the State of Wisconsin.

50. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3783.

51. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3783, Plaintiff has been damaged in the amount of \$66,908.16.

52. On July 30, 2019, Defendant ordered materials from Plaintiff in the amount of \$415.84 as evidenced by Invoice 3777 marked and attached as Exhibit 10.

53. Pursuant to Invoice 3777, Plaintiff supplied materials to Defendant in the amount of \$415.84 4740 McFarland Court, McFarland, WI.

54. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3777 in the State of Wisconsin.

55. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3777.

56. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3777, Plaintiff has been damaged in the amount of \$415.84.

57. On August 2, 2019, Defendant ordered materials from Plaintiff in the amount of \$2,386.56 as evidenced by Invoice 3799 marked and attached as Exhibit 11.

58. Pursuant to Invoice 3799, Plaintiff supplied materials to Defendant in the amount of \$2,386.56 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

59. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3799 in the State of Wisconsin.

60. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3799.

61. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3799, Plaintiff has been damaged in the amount of \$2,386.56.

62. On August 2, 2019, Defendant ordered materials from Plaintiff in the amount of \$233.83 as evidenced by Invoice 3805 marked and attached as Exhibit 12.

63. Pursuant to Invoice 3805, Plaintiff supplied materials to Defendant in the amount of \$233.83 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

64. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3805 in the State of Wisconsin.

65. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3805.

66. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3805, Plaintiff has been damaged in the amount of \$233.83.

67. On August 5, 2019, Defendant ordered materials from Plaintiff in the amount of \$2,879.88 as evidenced by Invoice 3827 marked and attached as Exhibit 13.

68. Pursuant to Invoice 3827, Plaintiff supplied materials to Defendant in the amount of \$2,879.88 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

69. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3827 in the State of Wisconsin.

70. Defendant has not paid Plaintiff for the materials supplied Plaintiff pursuant to Invoice 3827.

71. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3827, Plaintiff has been damaged in the amount of \$2,879.88.

72. On August 5, 2019, Defendant ordered materials from Plaintiff in the amount of \$2,613.61 as evidenced by Invoice 3834 marked and attached as Exhibit 14.

73. Pursuant to Invoice 3834, Plaintiff supplied materials to Defendant in the amount of \$2,613.61 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

74. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3834 in the State of Wisconsin.

75. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3834.

76. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3834, Plaintiff has been damaged in the amount of \$2,613.61.

77. On August 7, 2019, Defendant ordered materials from Plaintiff in the amount of \$277.56 as evidenced by Invoice RS1334 marked and attached as Exhibit 15.

78. Pursuant to Invoice RS1334, Plaintiff supplied materials to Defendant in the amount of \$277.56 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

79. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice RS1334 in the State of Wisconsin.

80. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice RS1334.

81. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice RS1334, Plaintiff has been damaged in the amount of \$277.56.

82. On August 9, 2019, Defendant ordered materials from Plaintiff in the amount of \$1,488.03 as evidenced by Invoice 3839 marked and attached as Exhibit 16.

83. Pursuant to Invoice 3839, Plaintiff supplied materials to Defendant in the amount of \$1,488.03 by shipping said materials to Wisconsin.

84. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3839 in the State of Wisconsin.

85. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3839.

86. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3839, Plaintiff has been damaged in the amount of \$1,488.03.

87. On August 9, 2019, Defendant ordered materials from Plaintiff in the amount of \$958.64 as evidenced by Invoice 3838 marked and attached as Exhibit 17.

88. Pursuant to Invoice 3838, Plaintiff supplied materials to Defendant in the amount of \$958.64 by shipping said materials to Wisconsin.

89. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3838 in the State of Wisconsin.

90. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3838.

91. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3838, Plaintiff has been damaged in the amount of \$958.64.

92. On August 19, 2019, Defendant ordered materials from Plaintiff in the amount of \$106.98 as evidenced by Invoice 3846 marked and attached as Exhibit 18.

93. Pursuant to Invoice 3846, Plaintiff supplied materials to Defendant in the amount of \$106.98 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

94. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3846 in the State of Wisconsin.

95. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3846.

96. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3846, Plaintiff has been damaged in the amount of \$106.98.

97. On August 21, 2019, Defendant ordered materials from Plaintiff in the amount of \$7,840.81 as evidenced by Invoice 3858 marked and attached as Exhibit 19.

98. Pursuant to Invoice 3858, Plaintiff supplied materials to Defendant in the amount of \$7,840.81 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

99. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3858 in the State of Wisconsin.

100. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3858.

101. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3858, Plaintiff has been damaged in the amount of \$7,840.81.

102. On August 21, 2019, Defendant ordered materials from Plaintiff in the amount of \$14,936.64 as evidenced by Invoice 3822 marked and attached as Exhibit 20.

103. Pursuant to Invoice 3822, Plaintiff supplied materials to Defendant in the amount of \$14,936.64 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

104. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3822 in the State of Wisconsin.

105. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3822.

106. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3822, Plaintiff has been damaged in the amount of \$14,936.64.

107. On August 22, 2019, Defendant ordered materials from Plaintiff in the amount of \$1,374.41 as evidenced by Invoice 3841 marked and attached as Exhibit 21.

108. Pursuant to Invoice 3841, Plaintiff supplied materials to Defendant in the amount of \$1,374.41 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

109. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3841 in the State of Wisconsin.

110. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3841.

111. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3841, Plaintiff has been damaged in the amount of \$1,374.41.

112. On August 28, 2019, Defendant ordered materials from Plaintiff in the amount of \$406.35 as evidenced by Invoice 3816 marked and attached as Exhibit 22.

113. Pursuant to Invoice 3816, Plaintiff supplied materials to Defendant in the amount of \$406.35 by shipping said materials to 1605 Drum Corps Drive, Menasha, WI.

114. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3816 in the State of Wisconsin.

115. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3816.

116. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 8, Plaintiff has been damaged in the amount of \$406.35.

117. On August 30, 2019, Defendant ordered materials from Plaintiff in the amount of \$30,323.44 as evidenced by Invoice 3874 marked and attached as Exhibit 23.

118. Pursuant to Invoice 3874, Plaintiff supplied materials to Defendant in the amount of \$30,323.44 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

119. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3874 in the State of Wisconsin.

120. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3874.

121. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3874, Plaintiff has been damaged in the amount of \$30,323.44.

122. On August 30, 2019, Defendant ordered materials from Plaintiff in the amount of \$14,936.64 as evidenced by Invoice 3859 marked and attached as Exhibit 24.

123. Pursuant to Invoice 3859, Plaintiff supplied materials to Defendant in the amount of \$14,936.64 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

124. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3859 in the State of Wisconsin.

125. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3859.

126. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3859, Plaintiff has been damaged in the amount of \$14,936.64.

127. On September 5, 2019, Defendant ordered materials from Plaintiff in the amount of \$752.31 as evidenced by Invoice 3887 marked and attached as Exhibit 25.

128. Pursuant to Invoice 3887, Plaintiff supplied materials to Defendant in the amount of \$752.31 by shipping said materials to Wisconsin.

129. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3887 in the State of Wisconsin.

130. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3887.

131. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3887, Plaintiff has been damaged in the amount of \$752.31.

132. On September 6, 2019, Defendant ordered materials from Plaintiff in the amount of \$66,232.32 as evidenced by Invoice 3880 marked and attached as Exhibit 26.

133. Pursuant to Invoice 3880, Plaintiff supplied materials to Defendant in the amount of \$66,232.32 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

134. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3880 in the State of Wisconsin.

135. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3880.

136. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3880, Plaintiff has been damaged in the amount of \$66,232.32.

137. On September 10, 2019, Defendant ordered materials from Plaintiff in the amount of \$909.27 as evidenced by Invoice 3891 marked and attached as Exhibit 27.

138. Pursuant to Invoice 3891, Plaintiff supplied materials to Defendant in the amount of \$909.27 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

139. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3891 in the State of Wisconsin.

140. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3891.

141. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3891, Plaintiff has been damaged in the amount of \$909.27.

142. On September 10, 2019, Defendant ordered materials from Plaintiff in the amount of \$53.48 as evidenced by Invoice 3892 marked and attached as Exhibit 28.

143. Pursuant to Invoice 3892, Plaintiff supplied materials to Defendant in the amount of \$53.48 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

144. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3892 in the State of Wisconsin.

145. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3892.

146. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3892, Plaintiff has been damaged in the amount of \$53.48.

147. On September 19, 2019, Defendant ordered materials from Plaintiff in the amount of \$53.48 as evidenced by Invoice 3909 marked and attached as Exhibit 29.

148. Pursuant to Invoice 3909, Plaintiff supplied materials to Defendant in the amount of \$53.48 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

149. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3909 in the State of Wisconsin.

150. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3909.

151. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3909, Plaintiff has been damaged in the amount of \$53.48.

152. On September 24, 2019, Defendant ordered materials from Plaintiff in the amount of \$14,936.64 as evidenced by Invoice 3896 marked and attached as Exhibit 30.

153. Pursuant to Invoice 3896, Plaintiff supplied materials to Defendant in the amount of \$14,936.64 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

154. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3896 in the State of Wisconsin.

155. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3896.

156. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3896, Plaintiff has been damaged in the amount of \$14,936.64.

157. On September 24, 2019, Defendant ordered materials from Plaintiff in the amount of \$8,456.18 as evidenced by Invoice 3895 marked and attached as Exhibit 31.

158. Pursuant to Invoice 3895, Plaintiff supplied materials to Defendant in the amount of \$8,456.18 by shipping said materials to 1991 Prospect Court, Appleton, WI.

159. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3895 in the State of Wisconsin.

160. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3895.

161. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3895, Plaintiff has been damaged in the amount of \$8,456.18.

162. On September 24, 2019, Defendant ordered materials from Plaintiff in the amount of \$66,232.32 as evidenced by Invoice 3904 marked and attached as Exhibit 32.

163. Pursuant to Invoice 3904, Plaintiff supplied materials to Defendant in the amount of \$66,232.32 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

164. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3904 in the State of Wisconsin.

165. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3904.

166. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3904, Plaintiff has been damaged in the amount of \$66,232.32.

167. On September 25, 2019, Defendant ordered materials from Plaintiff in the amount of \$649.83 as evidenced by Invoice 3901 marked and attached as Exhibit 33.

168. Pursuant to Invoice 3901, Plaintiff supplied materials to Defendant in the amount of \$649.83 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

169. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3901 in the State of Wisconsin.

170. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3901.

171. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3901, Plaintiff has been damaged in the amount of \$649.83.

172. On September 30, 2019, Defendant ordered materials from Plaintiff in the amount of \$172.60 as evidenced by Invoice 3901 marked and attached as Exhibit 34.

173. Pursuant to Invoice 3901, Plaintiff supplied materials to Defendant in the amount of \$172.60 by shipping said materials to W194N11095 Klienmann Drive, Germantown, WI.

174. Defendant accepted the materials supplied by Plaintiff pursuant to Invoice 3901 in the State of Wisconsin.

175. Defendant has not paid Plaintiff for the materials supplied by Plaintiff pursuant to Invoice 3901.

176. As a result of Defendant's failure to pay for the materials delivered pursuant to Invoice 3901, Plaintiff has been damaged in the amount of \$172.60.

WHEREFORE plaintiff demands judgment against defendant as follows:

1. For damages in the amount of \$346,315.88;
2. For attorneys fees, costs, interest and any and other such relief as the court deems equitable and just.

TRIAL BY A JURY OF TWELVE OF ALL ISSUES PROPERLY TRIABLE IS
HEREBY DEMANDED.

CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or

reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

Dated at Milwaukee, Wisconsin, this 17th day of January, 2020.

von BRIESEN & ROPER, s.c.
Attorneys for Plaintiff

By: /s/ Timothy J. Pike

Timothy J. Pike
State Bar No. 1014542

P.O. ADDRESS:

411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202
414-221-6603
tpike@vonbriesen.com